

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ROSALINA C. RELENTE and TRAVIS R. ANDERSON, individually and on behalf of all others similarly situated,

Plaintiffs,

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VIATOR, INC., a corporation, and DOES 1-100, inclusive.

Defendant.

Case No. CV 12-05868 JD

CLASS ACTION

**[PROPOSED] FINAL
JUDGMENT**

The Court has signed and entered its Final Order Approving Settlement and Dismissing Claims of Settlement Class Members with Prejudice (the “Order”) in the above-captioned matter with respect to the following class of persons: All persons with California billing addresses who purchased a Viator tour worldwide from October 16, 2008 through June 7, 2014 when a Strikethrough Price was displayed with no Special Offer Text.

Accordingly:

JUDGMENT IS HEREBY ENTERED, pursuant to Federal Rule of Civil Procedure 58(a), as to the above-specified class of persons, Plaintiffs Rosalina Relente and Travis Anderson, and Defendant Viator, Inc. on the terms and conditions of the Stipulation of Class

~~PROPOSED~~ FINAL JUDGMENT
CASE No. CV 12-05868 JD
sf- 3426671

1 Action Settlement and Release (“Settlement Agreement”) approved by the Order.

2 The Court, for purposes of this Final Judgment, adopts the terms and definitions set
3 forth in the Settlement Agreement.

4 1. Viator shall make the payments on the terms and conditions specified in the
5 Settlement Agreement. These payments shall include the amounts awarded in the Court’s
6 order dated June 9, 2015, \$500,000 in attorney’s fees and \$22,256.50 in costs. The Court
7 also awarded costs to the named Plaintiffs for any out-of-pocket costs and any work missed,
8 which Viator will pay in the amounts of \$744 to Rosalina Relente and \$2,024 to Travis
9 Anderson.

10 2. Payments and benefits to Settlement Class Members shall be made from the
11 Settlement Fund on the terms and conditions specified in the Settlement Agreement.

12 3. The Class Representatives and Settlement Class Members are permanently
13 barred and enjoined from initiating, asserting and/or prosecuting any action or proceeding
14 that involves or asserts any of the Released Claims against any of the Released Persons.

15 4. Viator is enjoined from displaying a Strikethrough Price for a product on its
16 website or mobile apps without also displaying text that accurately describes what the
17 Strikethrough Price is based on. A Strikethrough Price is a price for a Viator product with a
18 line through it displayed on Viator’s website or mobile apps.

19 5. Without affecting the finality of this Final Judgment in any way, the Court
20 reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the
21 Settlement Class Members, and Viator for the purposes of supervising the implementation,
22 enforcement, construction, and interpretation of the Settlement Agreement, the Order, and
23 this Final Judgment.

24 6. The Settlement Agreement, the Final Order Approving Settlement and
25 Dismissing Claims of Settlement Class Members with Prejudice, and this Final Judgment are
26 not admissions of liability or fault by Viator or the Released Persons, or a finding of the
27 validity of any claims in the Action or of any wrongdoing or violation of law by Viator or the
28 Released Persons. The Settlement Agreement and settlement are not a concession by the

1 Parties, and, to the extent permitted by law, neither this Final Judgment, nor any of its terms
2 or provisions, nor any of the negotiations or proceedings connected with it, shall be offered
3 as evidence or received in evidence in any pending or future civil, criminal, or administrative
4 action or proceeding to establish any liability of, or admission by, Viator, the Released
5 Persons, or any of them. Notwithstanding the foregoing, nothing in this Final Judgment shall
6 be interpreted to prohibit the use of this Final Judgment in a proceeding to consummate or
7 enforce the Settlement Agreement or Final Judgment, or to defend against the assertion of
8 Released Claims in any other proceeding, or as otherwise required by law.

9 JUDGMENT APPROVED AS TO FORM:

10 By: July 8, 2015

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12 HONORABLE JAMES DONATO
13 UNITED STATES DISTRICT JUDGE

14 JUDGMENT ENTERED: _____

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16 By: CLERK OF THE UNITED STATES DISTRICT COURT
17 FOR THE NORTHERN DISTRICT OF CALIFORNIA

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